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GEN 4666

Agreement Between
The Byron-Bergen Central School
District

And

The Byron-Bergen Non-Teaching
Service Personnel Association

July 1, 2006 – June 30, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

The Board of Education of the Byron-Bergen Central School District (hereinafter referred to as the "Board") and the Byron-Bergen Non-Teaching Service Personnel Association (hereinafter referred to as the "Association") recognize that it is their joint function to maintain a smooth running operation to the highest possible degree.

Believing the functions of the Association are realized to the fullest when mutual understanding, cooperation, and effective communications exist, in consideration of the agreements, understandings, terms and conditions contained herein, the parties mutually agree as follows.

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ARTICLE I
RECOGNITION AND NO STRIKE

Section 1. Pursuant to the New York State Public Employees' Fair Employment Act, the Bryon-Bergen Central School District recognizes the Byron-Bergen Central School Non-Teaching Service Personnel Association, hereinafter referred to as "Association", as the exclusive negotiating representative of all custodial and contract cafeteria personnel excluding the Cafeteria Manager, the Superintendent of Buildings and Grounds, Supervisor of Buildings and Grounds, Senior Building Maintenance Mechanic and students.

Section 2. The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

Section 3. It is understood and agreed that employees have a right to join or not to join the Association, and that membership in the Association is not or shall not be a condition or prerequisite for the employment or the continuation of employment of any employee.

Section 4. Dues Deduction. Upon receipt of a signed and dated authorization from the unit employee, the District agrees to deduct the dues of the Byron-Bergen Central School Non-Teaching Service Personnel Association and to transmit those dues as directed in writing by the appropriate officer of the Association. The Association must give appropriate advance notice of the amount of dues to be deducted for each such employee and to give to the District written notice of the name and address of the Association officer that is to receive the dues.

Section 5. The Association has been represented in the negotiations for the successor agreement to the 2003-2006 Agreement by the Service Employees International Union.

ARTICLE II
GRIEVANCE PROCEDURE

Section 1. Declaration of Purpose. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

Section 2. Definitions.

- 2.1 A Grievance shall be defined as a complaint by an affected member of the negotiating unit that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- 2.2 The Chief School Officer is the Superintendent of Schools.
- 2.3 Association shall mean Byron-Bergen Non-Teaching Service Personnel Association.
- 2.4 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.5 Party in Interest shall mean the grievant's representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
- 2.6 Supervisor for cafeteria personnel shall be the School Business Official, while the supervisor for the cleaners and custodians shall be either the Superintendent or designee.
- 2.7 Working Day for the purpose of time limits in this Article only. A working day is defined as any day that the Business Office is open, and excludes Holidays.

Section 3. General Principles.

- 3.1 All written grievances shall include the name and position of the aggrieved party, the Article and Section which has allegedly been violated, misinterpreted, or misapplied, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance forms should not be separated until completed.
- 3.2 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.
- 3.3 Each individual who wishes to have a grievance considered under the procedure hereby established must initiate and carry through the necessary procedures on his own behalf. However, where the grievance or an appeal seems to involve a similar situation for a number of employees and appears to involve system-wide politics, it may be

submitted by the Association directly at Stage 3 of the grievance procedure listed below.

- 3.4 The preparation and processing of grievances shall be arranged to avoid interruptions of the workday.
- 3.5 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having a grievance formally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

Section 4. Time Limits.

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.
- 4.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this Article shall be barred.
- 4.3 Failure at any stage of this grievance procedure to communicate a decision to the aggrieved party, his/her representative, and the Association within the specified time shall permit the lodging of any appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 5. Procedures.

- 5.1 Stage 1: Supervisor – Informal
 - a. As soon as possible, but no later than five (5) working days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, such aggrieved party shall discuss the grievance with his/her supervisor with the objective of resolving the matter informally.
 - b. Within five (5) working days after such discussion, the supervisor shall give his answer to the aggrieved party.

5.2 Stage 2: School Business Official – Written

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the School Business Official within five (5) working days after the supervisor has given his answer in 5.1(b) above.
- b. Within five (5) working days thereafter, the School Business Official shall render a decision, in writing, and present it to the aggrieved party, his representative, if any, and the Association.

5.3 Stage 3: Superintendent of Schools

- a. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the aggrieved party shall, within five (5) working days after the conclusion of Stage 2, forward the grievance to the Superintendent of Schools.
- b. Within five (5) working days after receipt of the appeal, the Superintendent of Schools or his duly authorized representative, shall meet with other parties in interest.
- c. The Superintendent of Schools shall render a decision in writing to the aggrieved party and his representatives within five (5) working days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

- a. If the aggrieved party is not satisfied with the Superintendents written decision at the conclusion of stage 3, and the aggrieved party wishes to pursue the grievance to arbitration then within ten (10) working days after the Superintendent has rendered his/her decision at Stage 3 above, the aggrieved party and/or the Association shall submit a demand for arbitration upon the Clerk of the Board of Education.
- b. The demand for arbitration will be filed simultaneously with the New York State Public Employment Relations Board and upon the Clerk of the Board of Education. The parties will then follow the rules for the selection of an arbitrator of the NYS PERB.

- c. The selected arbitrator will hear the matter promptly, and will issue his decision not later than thirty-five (35) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost for the service of the arbitrator, including expenses, if any, will be borne equally by the School District and the Association.
- g. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- h. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Superintendent of Schools.

ARTICLE III **DEFINITIONS**

Section 1. Definitions

- 1.1 Employer shall mean the Board of Education of the Byron-Bergen Central School District or its designated representative.
- 1.2 A regular non-contract employee is defined as one who reports daily for a given assignment, and is paid on an hourly basis.
- 1.3 A contract employee is employed for a minimum of five (5) hours a day.
- 1.4 A full contract employee is defined as one who works on a 40-hour basis including cleaners who work a minimum of 30 hours per week for a twelve-month period and ten-month cafeteria workers working six hours or more.

- a. Cleaner: Cleaners have primary responsibility for the cleanliness of District's building facilities. They should report observed equipment failures and deteriorating conditions within and to building facilities to their custodian supervisor in writing by completing a work order. Cleaners may assist custodians in performance of routine maintenance such as changing light bulbs/tubes, and replenishing paper towel dispensers, painting, and the moving of equipment or furniture, etc. A cleaner deemed qualified by the Employer may receive a temporary assignment to custodial responsibility and compensation to fill a temporary vacancy not to exceed ninety (90) days in any twelve (12) month period.
- b. Custodians: Custodians have general responsibility for the operation, maintenance, and cleanliness of the District's grounds, equipment, and building facilities. They should report observed equipment failures and deteriorating conditions within and to building facilities to their supervisor in writing by completing a work order. In addition, they may have supervisory responsibility over other custodians and/or cleaners at the discretion of the Employer.
- c. General Maintenance Worker will have the general responsibilities involving the operation, maintenance and repair of the District's grounds, equipment, and building facilities. They will repair equipment failures and deteriorating conditions within District's facilities from approved work orders. In addition, they may have supervisory responsibility over other custodians and/or cleaners at the discretion of the Employer.
- d. Groundskeeper (full-time and seasonal): This position shall follow the day custodian job description with the following inclusions: Shall be responsible for lawn, tree, and shrub maintenance, weed and pest control (with proper licensing), litter cleanup, athletic field maintenance and marking, snow and ice removal, and maintenance of grounds keeping equipment commensurate with individual's abilities.

ARTICLE IV
MANAGEMENT PRACTICES

Section 1. Application. This Article shall apply to all contract employees in specified groups: cleaners, custodians, general maintenance worker, groundskeeper, and cafeteria workers. Seniority shall be applied to 12 month and 10-month employees as a group and to part-time employees as a group. Separate seniority lists shall be established and maintained.

Section 2. Seniority. Seniority is established by continuous paid service within the District, compiled by time actually spent in the job classification in which he/she works. Job classifications are cleaners, custodians, general maintenance worker, groundskeeper and cafeteria workers. Unpaid leaves of absence or time spent on layoff will not be considered for seniority.

Section 3. Promotion and Transfers. When considering promotions or transfers, seniority may be considered by the Board, if other qualifications such as physical fitness, knowledge, skill, and efficiency on the job are adequate as determined by the Employer.

Section 4. Probationary Period. The probationary period for unit employees shall be twenty-six (26) weeks. There shall be no seniority among probationary employees and such employees may be terminated at the discretion of the Employer and without recourse to this Agreement at any time during the probationary period provided above. The trial period may be extended by mutual agreement of the parties.

If the employee is retained after successful completion of his/her probationary period, he/she shall be deemed a permanent employee, and he/she shall acquire seniority retroactive to his/her date of employment, and he/she shall be entitled to the rights and protections of this Agreement.

- a. When an employee has been transferred to another job classification, the 90-day probationary period will apply. If the employee does not successfully complete the required qualifications for the new position during the (90) ninety day probationary period, the employee or Employer may request placement back to the former job classification without loss of seniority rights. At the end of the probationary period, the employee's seniority rights in the former job classification will cease except for retirement purposes. The District agrees not to eliminate the vacated position below the FTE levels in Article IV Section 7.5 of this Agreement during the probationary period of the employee being transferred.

Section 5. Assignment of Overtime Duties. All Facilities.

- a. In the assignment of overtime, each day of a multiple day event will be considered as a separate opportunity for overtime assignment. In other words, if an event covers a Saturday and then a separate period on a Sunday, the overtime assignment for Saturday is one separate overtime opportunity and Sunday is another separate overtime opportunity. The Saturday opportunity would be offered to the next person "A" on the list and the Sunday opportunity would be offered to the next person "B" on the list. For example, if there is a two (2) day soccer event requiring work both on a Saturday and on a Sunday, these opportunities are separate opportunities.

In the event that there is an overtime opportunity to work a dance, for example, that would require work from 7 p.m. to 2 a.m. covering both a Saturday and a Sunday, then, in that case, the overtime opportunity is a single opportunity that merely covers both a Saturday and a Sunday.

- b. If the school District's swimming pool is used for the Super Soccer Event in the future on a Saturday and/or Sunday, any needed work to be performed at that location will be offered on a rotating basis (custodians, then cleaners) first to persons working in this complex.
- c. Once overtime has been offered and declined by all unit employees in the building in which it occurs; i.e., High School/Middle School or Elementary School, it will then be offered to qualified employees on a District-wide basis.
- d. When an overtime duty has been assigned to a unit member and that duty is later canceled by the District, then the person who had been assigned will remain at the top of the rotation and he/she is eligible to be assigned to the next overtime opportunity.
- e. Supervisory personnel (i.e., non-bargaining unit supervisory personnel) will manage overtime assignments and rotations unless otherwise indicated in the contract.
- f. Special Skills. The need to assign overtime work to unit members with special skills may disrupt the rotation of overtime assignments in that if the special skills person were out of rotation, he/she could be assigned the work.
- g. The District agrees to post a chart showing the names of unit employees who are on the overtime rotation at or near the site of employee mailboxes.
- h. The District agrees to offer summer time hours which become available to the 10-month employees on summer recess before going outside the bargaining unit with any other personnel. This summer work will not be considered a promotion or transfer, but only summer placement.

If overtime is incidental or for emergency situations, the general maintenance worker will be assigned the overtime at the discretion of the Superintendent/Supervisor of Buildings and Grounds and/or School Business Official. The general maintenance worker will not be offered overtime work typically performed by a custodian or cleaner except on an emergency basis. Emergency situations will be determined at the discretion of the Superintendent/Supervisor of Buildings and Grounds. The Superintendent or designee shall authorize any anticipated overtime over two (2) hours. If overtime is expected to be, approximately two (2) hours or less, it will be covered at the discretion of the shift custodian on duty. This coverage does not impact the normal rotation for overtime.

Section 6. Loss of Seniority. An employee's continuous service and all of his/her seniority rights shall be terminated by any of the following:

- a. Discharge for cause
- b. Retirement
- c. Resignation: An Employee shall be considered to have resigned his/her position if he/she fails to:
 - i. Notify in advance, whenever possible his/her supervisor of absences and the reason for such absences.
 - ii. Return from an approved leave of absence on the scheduled date of return.
 - iii. Report to work on the agreed date of a recall from layoff.

Section 7. Layoff and Recall. In the event that it becomes necessary to lay off employees for any reason, applicable Civil Service Law and Regulations shall govern, but as to employees not so covered, the following procedures shall be followed:

1. Probationary employees shall be laid off within a job classification before any employee with seniority is laid off within the classification.
2. Layoffs within a job classification shall be on the basis of seniority, with those having the least seniority being the first laid off, provided the remaining employees in the classification have the ability to satisfactorily perform the remaining work. Such ability shall be evidenced by prior work performance in the District.
3. In the event that a laid-off employee has satisfactorily performed work in the District on a regular basis in another classification, other than a substitute, he/she may exercise his/her seniority in that classification provided he/she is physically fit and capable of performing the job.

4. Employees in a layoff status shall be called back within their classification in inverse order of layoff. Notice of recall will be sent by certified mail to the employee's last known address. If the employee fails to notify the Superintendent of Schools within five (5) working days after the date of receipt of such notice of recall that he/she intends to return to work, such employee shall be deemed to have resigned.
5. For the life of the 2006-2009 Agreement, the District agrees that it will not reduce the number of cleaning, custodial, and cafeteria personnel below the number of full-time equivalent people that encumbered these jobs on July 1, 2006 (i.e., 22.1 full-time equivalent people in jobs of custodian, cleaner, part-time cleaner general maintenance worker, groundskeeper, and cafeteria workers). The 22.1 also includes seasonal groundskeeper at .6 and 6 full-time and 4 part-time (4pt=2fte) cafeteria workers. **The Superintendent reserves the right to adjust the cafeteria part-time levels based on seniority and operational needs.**

Section 8. Vacancies. The District agrees to post a notice for all vacant positions within the unit by a vacancy announcement.

The vacancy announcement will be posted in the District for a period of five (5) working days (i.e., Monday through Friday) before the selection of a candidate in order to allow unit employees an opportunity to apply for the vacancy. Applications for the vacancy shall be in writing to the School Business Official.

Should the District determine not to fill a particular vacancy it will notify the President of the Association within a reasonable period of time.

Section 9. General. The employer agrees to supply the Association, within two (2) weeks after execution of this Agreement, a list containing the names of all employees covered by this Agreement with their length of service with the Employer, and in the job classification in which they are employed in seniority order.

The Association will be notified by the Employer of employees who are laid-off, discharged, hired or rehired. A revised seniority list will be provided by August 1st of each fiscal year. The Association will review this list and within 30 days notify the District of any objection. Failure to object within the time specified constitutes a waiver of any right to grieve under the terms of this Agreement.

ARTICLE V
VACATIONS

Section 1. Only full-time (12 month cleaners, custodians, general maintenance worker, and groundskeepers) employees will be granted a paid vacation according to the following schedule.

Section 2. Years of Employment Days to be Taken

(1st year of employees are not eligible for vacation time.)

After 1 st year and through 5 th year-	-	-	-	-	-	10 days
6 years	-	-	-	-	-	11 days
7 years	-	-	-	-	-	12 days
8 years	-	-	-	-	-	13 days
9 years-	-	-	-	-	-	14 days
10 years	-	-	-	-	-	15 days
11 years	-	-	-	-	-	16 days
12 years	-	-	-	-	-	17 days
13 years	-	-	-	-	-	18 days
14 years	-	-	-	-	-	19 days
15 years and longer -	-	-	-	-	-	20 days

Section 3. Vacation requests shall be made at least 14 days prior to the desired vacation time. Unit members are allowed to take up to three (3) days of vacation without having to provide the 14-day notice, however, a unit member must obtain advance approval from his/her supervisor to take any vacation. Upon approval of the Cafeteria Manager or Supervisor of Buildings and Grounds, up to five (5) days may be carried over into the next school year.

Section 4. Vacation time will be computed on an employee's total consecutive years of service to the District as a full-time (12 month) employee.

Section 5. Vacation pay shall be paid in advance on the pay preceding the employee's vacation if so desired.

ARTICLE VI
LEAVE PROVISIONS

Section 1. Sick Leave.

- a. For all full-time contract employees:
 - 1. After five (5) consecutive days of absence a doctor's certificate stating the type of illness and nature of work to be performed must be submitted to the Cafeteria Manager or Supervisor of Building and Grounds.

- b. Number of days annually:
 - 1. Full-time (12 month) contract employees – fifteen (15) days.
 - 2. Full-time contract cafeteria workers – twelve (12) days.
 - 3. Part-time employees are as follows:

Cafeteria	3 hours = 1 day (maximum 5 days)
Cleaners	4 hours = 1 day (maximum 5 days)
Seasonal Groundskeeper	8 hours = 1 day (maximum 9 days)

- c. Number of days accumulated are listed on the employee's wage notice at the beginning of the school year. Number of days, which can be accumulated:
 - 1. Full-time (12 month) contract employees – 230 days. *Capped at 215 days for the Article X retirement benefit.*
 - 2. Full-time cafeteria workers – 189 days. *Capped at 177 days for the Article X retirement benefit.*
 - 3. Part-time cafeteria workers and cleaners – 60 days.
 - 4. Seasonal groundskeeper– 138 days. *Capped at 129 days for the Article X retirement benefit.*
 - 5. Employees in final year of employment will be allowed up to fifteen (15) sick days without penalty for purposes of Article X retirement plan benefit calculation.

- d. All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family Medical Leave Act where applicable. Sick, personal and vacation time will be counted toward FMLA leave concurrently. The District agrees to apply sick, personal leave, vacation time in that order, in accordance with statutory requirements.

Employees will be required to provide FMLA leave documentation to the employer including appropriate medical certification under the FMLA.

Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days. Denial of additional sick days is non-grievable.

- e. Leave of Absence. Leave of absence may be given an employee without pay for a legitimate reason. Request must be from an employee who has worked for the District one year or more, on approval of the Board, providing a replacement can be found.
- f. Employees may use up to five (5) days of his/her sick leave, as defined in item B above, to care for an immediate family member (as defined in Section 2.a. below).

Section 2. Bereavement Leave. Up to five (5) days of bereavement leave per year (non-cumulative) may be used in the event of a death in the employee's immediate family (as defined in item a. below). Where an employee has exhausted five (5) days of bereavement leave, an employee may apply to the Superintendent for additional days. Such days must be deducted from accumulated sick days.

- a. Definition of Immediate Family. Immediate family shall be defined as employee's father, mother, brother, sister, spouse, child, step-child, grandparents, grandchild, immediate in-laws, or anyone for whom employee is considered legal guardian.

Section 3. Personal Leave. No accumulation.

- a. Number of days annually: three (3) days for all full-time contract employees.
 - 1. Reasons will not be required for those taking personal days.
 - 2. Personal Leave. Personal Leave is defined as that leave granted to conduct personal business. Personal leave will not be granted on the day before or the day following a holiday, recess or vacation except in an emergency.

3. Effective on July 1, 2001, unused personal leave days will be added to a unit member's sick leave accumulation at the end of each school year, not to exceed the maximum limit, set forth in Article VI, Leave Provisions Section 1 c.

ARTICLE VII HOLIDAYS

Section 1. Holidays.

- a. All full-time (12 month) contract employees will be paid for established legal holidays in the 12-month year. A one-day vacation will be granted for the following:
 1. New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.
- b. Time and a half will be paid to all employees for Saturday and double time for Sunday or holiday work.
- c. If a school closing is necessary for any reason other than inclement weather, the work schedule for employees covered by the contract will be determined by the Superintendent of Schools or his/her designee.
- d. Snow days are considered regular workdays for the Groundskeeper and General Maintenance Worker.

ARTICLE VIII MEDICAL INSURANCE

Section 1. All full-time employees will be covered by the District health plan, which will be paid for completely by the District during the life of this contract.

Section 2. Any contract member who chooses not to take the District health insurance plan will have \$1,000 added to their regular salary on a pro-rated basis in his/her regular pay check. Such payment will terminate if the employee elects to be covered by the District health insurance plan during the annual open enrollment period or subject to qualifying event as defined by the District's health insurance carrier. The only exception will be a unit member who can receive health insurance coverage as a result of the fact that their spouse or parent is receiving coverage by the District. An agreement to take advantage of this option must be signed by the unit member annually prior to June 1.

Section 3. All full-time Employees will be offered the opportunity to participate in the District health care plan, unless they can obtain coverage through another family member who is an employee of the District.

Employees hired for the positions within the bargaining unit on or after the commencement of the 1993-1996 contract, who were not previously employed by the District, will pay twenty percent (20%) of the health insurance premium for the District plan.

Each bargaining unit employee who goes from a non-contract status to a contract status will pay twenty percent (20%) of the cost of the health insurance premium for the District plan.

Eligible members not contributing 20% for health insurance premium will contribute the following toward health insurance premiums:

2006-2007	5%
2007-2008	7%
2008-2009	10%

Section 4. Prescription Co-Pay. The Association agrees to accept current co-pay and deductible levels of the District's health care plan and any changes would be accepted without the need for further negotiations.

Section 5. Coordination of Benefits. If both the husband and the wife are employed by the District and they have no eligible dependents, both employees are required to carry single policy coverage as opposed to family coverage if it is less expensive for the District to furnish two single policies.

ARTICLE IX **PERSONNEL FILE**

Section 1. Upon request of an employee at reasonable times, an employee shall be allowed to view, in the presence of the Cafeteria Manager or Supervisor of Buildings and Grounds or their designee, any material in the employee's personnel file, except confidential references. No material, except confidential references, derogatory to the employee's conduct, service, character or personality shall be placed in his personnel file unless such employee has been notified of its existence and had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

ARTICLE X
NYS EMPLOYEE'S RETIREMENT SYSTEM

Section 1. Non-contributory 1/50th New Career Plan 75I furnished by the District.

- a. Retirement Plan. When an employee is eligible to retire under the New York State Retirement Plan and has fifteen (15) or more years as a contract employee with the District, the following benefit will be made available.

For every accumulated sick day the contract employee will be granted one (1) day's pay. The value of a day's pay for 12-month contract employee will be determined by dividing the final salary by 260 days. The value of a day's pay for 10-month contract employee will be determined by dividing the final salary by 185 days. The unit member must submit a written letter of retirement not later than January 15th, preceding the date of retirement, to be eligible for this benefit. The letter of retirement will specify how retirement will be awarded, lump sum payment or insurance. Employees may receive either:

1. Two (2) payments made in equal amounts each of the first two (2) years following retirement, one payment per year.
2. District health insurance payments (single or family plan) until the fund is exhausted.
3. If the retiree dies prior to receiving the entire amount in cash or benefits, the remaining sum will be paid to his/her designated beneficiary.

ARTICLE XI
GENERAL

Section 1. General.

- a. Salary Schedule Assumptions. The employee's salary step and date of step assignment is based on the first date of employment with the District which shall be the date of their salary contract. This includes time in other job classifications in addition to present classification within this unit only. **EXCEPTION:** A 3 to 5 hour position will count as a half-time position while a 6 to 8 hour position will count as a full-time position. (Example) Two years at 10-12 months per year and 3 to 5 hours per day and 15 to 25 hours per week will count as one year on salary schedule. Two years at 10-12 months per year and 6 to 8 hours per day and 30 to 40 hours per week will count as two years on a salary schedule. By mutual consent

with the employer, an employee may be paid less than the salary schedule calls for, but not less than minimum wage.

- b. Tuition Payments. Tuition payments to non-teaching personnel for the cost of credit and non-credit courses taken under the adult education program, or at a college or university, will be reimbursed by the District up to the State University of New York rate upon submission of proof of successful completion of the course/courses and an original tuition bill from said institution marked paid. Such program must help improve job performance or benefit the District and must have prior approval of the Superintendent.

- c. Overtime.
 - 1. Employees who are authorized to work overtime will have the choice of being paid or being given compensatory time. This time off must be at a time mutually agreed upon by the employee and his/her supervisor.

 - 2. Compensatory Time. If permitted by law, in lieu of overtime pay, an employee may elect to take compensatory time off. Compensatory time is earned at the rate of 1.5 times each hour of overtime work required by the District, or, in the case of Sunday work by a custodian, at a rate of 2.0 times each hour of overtime work. A unit employee may have no more than 60 straight time hours of compensatory time to his/her credit. (40 hours of work earned at the rate of 1.5 times equals 60 hours).

Compensatory time off shall be taken at times mutually convenient to the District and the employee.

All authorized compensatory time must be used within one year from the date earned.

Section 2.

- a. Cafeteria Workers
 - 1. Payment for banquets, dinners and other activities will be the cafeteria worker's regular hourly rate up to 40 hours. After 40 hours the cafeteria worker will be compensated at time and one-half.

 - 2. Meals will be furnished by the School District for all cafeteria workers and day custodians.

3. All 7.25-hour cafeteria workers will be paid over 21 equal pay periods.
 - i. All cafeteria workers hired after July 1, 2001 are to be paid for those hours actually worked. If a cafeteria worker works in excess of five and one half-hours (5.5 hours) in a day, she/he will receive a paid meal period not to exceed ½ hour daily.
4. The District Cook-Manager will attempt to provide substitutes to fill in during the absence of a regular cafeteria worker when available.
5. The Cook-Manager will take an equal reduction in salary should wage and salary reductions be asked of the cafeteria workers.
6. Managers in the Elementary and Middle-Senior High School (one each school) will be paid an additional \$.60 per hour for and annual total of \$800.00.
7. Cafeteria equipment use will not be allowed by any school group or non-school group unless a trained cafeteria employee is present in the cafeteria.
8. For full day teachers' conferences, any cafeteria staff member who is asked to work will be compensated on an hourly basis.
9. The District will pay for sick and personal leave days in an amount reflecting the number of daily hours worked on a regular basis (i.e., the paid time off for sick and personal days will include the time worked on a regular basis in the morning breakfast program).

b. Custodians, Cleaners and Maintenance Workers.

1. A custodian, cleaner, or general maintenance worker who is not previously scheduled to work on Saturday will be paid at the rate of 1.5 hour's pay for each hour worked. A custodian, cleaner, or maintenance worker who is not previously scheduled to work on Sunday will be paid at the rate of 2.0 hours of pay for each hour worked.
2. A night shift differential of \$.34 per hour will be paid to all maintenance staff members, except for full-time groundskeepers, for hours worked between 3:00 p.m. and 6:00 a.m., Monday through Friday. Additionally, the night differential will apply to all hours worked Saturday and Sunday.

3. The workday for day custodians and cleaners will typically* be from 7:00 a.m. to 3:00 p.m. with thirty (30) minute paid lunch and two (2) fifteen (15) minute breaks per day. *The findings of the Joint Labor Management Committee will alter the work schedule; the Superintendent of Schools shall solely have final approval of this committee's findings.
4. Work day for night custodians and cleaners will typically* be from 3:00 p.m. to 11:00 p.m. with thirty (30) minute paid lunch and (2) fifteen (15) minute breaks per day. *The findings of the Joint Labor Management Committee will alter the work schedule; the Superintendent of Schools shall solely have final approval of this committee's findings.
5. The following items shall be printed in the faculty handbook, and the Administrators shall work to enforce the following.

Teachers are responsible for keeping their rooms neat, and when rooms are used for meetings or classes by teachers who are not immediately responsible, rooms will be left in good order.

5. Custodial workers will not be responsible for the building after working hours or on weekends or holidays. *The findings of the Joint Labor Management Committee will alter the work schedule; the Superintendent of Schools shall solely have final approval of this committee's findings.

Food Service Salary Schedule

Food Service Hourly Rate Schedule

Step	5.5% <u>2006-07</u>	5.5% <u>2007-08</u>	5.5% <u>2008-09</u>
1	7.15	7.29	7.44
2	7.16	7.54	7.69
3	7.17	7.55	7.96
4	7.18	7.56	7.97
5	7.24	7.57	7.98
6	7.31	7.63	7.99
7	7.38	7.71	8.05
8	7.45	7.79	8.14
9	7.45	7.86	8.22
10	7.62	7.86	8.29
11	7.78	8.04	8.29
12	8.08	8.21	8.48
13	8.50	8.52	8.66
14	8.70	8.97	8.99
15	9.36	9.18	9.46
16	10.11	9.88	9.69
17	10.48	10.67	10.42
18	10.69	11.05	11.26
19	10.71	11.27	11.66
20	10.75	11.30	11.89
21	10.79	11.34	11.93
22	10.84	11.38	11.96
23	10.85	11.44	12.01
24	10.88	11.44	12.07
25	10.91	11.48	12.07

Custodian Salary Schedule

Custodian Hourly Rate Schedule

<u>Step</u>	<u>\$ 0.80</u> <u>2006-07</u>	<u>\$ 0.60</u> <u>2007-08</u>	<u>\$ 0.65</u> <u>2008-09</u>
1	9.30	9.90	10.55
2	9.34	9.94	10.59
3	9.38	9.98	10.63
4	9.42	10.02	10.67
5	9.47	10.07	10.72
6	9.51	10.11	10.76
7	9.55	10.15	10.80
8	9.83	10.43	11.08
9	10.09	10.69	11.34
10	10.34	10.94	11.59
11	10.55	11.15	11.80
12	10.77	11.37	12.02
13	11.17	11.77	12.42
14	11.56	12.16	12.81
15	11.96	12.56	13.21
16	12.35	12.95	13.60
17	12.75	13.35	14.00
18	13.14	13.74	14.39
19	13.53	14.13	14.78
20	13.93	14.53	15.18
21	14.31	14.91	15.56
22	14.69	15.29	15.94
23	14.99	15.59	16.24
24	15.16	15.76	16.41
25	15.38	15.98	16.63

Cleaner Salary Schedule

<u>Step</u>	<u>\$ 0.80</u> <u>2006-07</u>	<u>\$ 0.60</u> <u>2007-08</u>	<u>\$ 0.65</u> <u>2008-09</u>
1	8.03	8.63	9.28
2	8.17	8.77	9.42
3	8.32	8.92	9.57
4	8.48	9.08	9.73
5	8.51	9.11	9.76
6	8.55	9.15	9.80
7	8.59	9.19	9.84
8	8.75	9.35	10.00
9	9.00	9.60	10.25
10	9.26	9.86	10.51
11	9.49	10.09	10.74
12	9.72	10.32	10.97
13	10.04	10.64	11.29
14	10.37	10.97	11.62
15	10.69	11.29	11.94
16	11.01	11.61	12.26
17	11.33	11.93	12.58
18	11.65	12.25	12.90
19	11.97	12.57	13.22
20	12.30	12.90	13.55
21	12.64	13.24	13.89
22	12.98	13.58	14.23
23	13.14	13.74	14.39
24	13.29	13.89	14.54
25	13.42	14.02	14.67

General Maintenance Salary Schedule

<u>Step</u>	<u>\$ 0.80</u> <u>2006-07</u>	<u>\$ 0.60</u> <u>2007-08</u>	<u>\$ 0.65</u> <u>2008-09</u>
1	10.48	11.08	11.73
2	10.53	11.13	11.78
3	10.58	11.18	11.83
4	10.62	11.22	11.87
5	10.67	11.27	11.92
6	10.72	11.32	11.97
7	10.77	11.37	12.02
8	11.17	11.77	12.42
9	11.56	12.16	12.81
10	11.96	12.56	13.21
11	12.35	12.95	13.60
12	12.75	13.35	14.00
13	13.14	13.74	14.39
14	13.54	14.14	14.79
15	13.93	14.53	15.18
16	14.31	14.91	15.56
17	14.70	15.30	15.95
18	14.99	15.59	16.24
19	15.16	15.76	16.41
20	15.38	15.98	16.63
21	15.41	16.01	16.66
22	15.55	16.15	16.80
23	15.89	16.49	17.14
24	16.22	16.82	17.47
25	16.56	17.16	17.81

The position of full-time groundskeeper will receive an additional stipend of \$1,575 in each year of this contract. The general maintenance worker will receive an additional stipend of \$575 in each year of this contract.

ARTICLE XII
PREEMPTORY PROVISIONS

Section 1. If any provisions of the Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect until amended or appealed.

Section 2. All rights, powers, and authority which the Board had prior to entering into this Agreement are retained by the Board, except as those rights are expressly and specifically limited by the Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any right, power, or authority.

ARTICLE XIII
ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the School District, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.

ARTICLE XIV
SMOKING/TOBACCO PRODUCTS

Section 1. Smoking and/or use of tobacco products will be prohibited in all school buildings and on all school grounds. The District realizes the impact of the state and federal law on those who smoke.

In order to administer this policy, rules regarding disciplinary action must be issued. Violations of this policy will be addressed as follows:

First Violation: Verbal warning. Request that employee attend a program designed to help people stop smoking. Mileage will be paid to and from these programs.

Second Violation: Formal reprimand filed in employee's personnel file. Employee required to furnish proof of attendance at a program designed to help people stop smoking, or evidence of a prescription taken for the nicotine patch or some equivalent program.

Third Violation: One to three days' loss of pay.

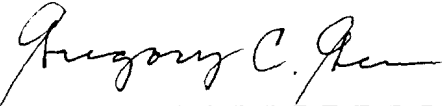
Fourth Violation: \$1,000 fine for this violation and each violation thereafter.

ARTICLE XV
COMPLETE AGREEMENT

WITH RESPECT TO THIS AGREEMENT, THE PARTIES AGREE THAT ALL PROPOSALS TO BE CONSIDERED HAVE BEEN DISCUSSED DURING NEGOTIATIONS. ALL AGREEMENTS SHALL BE IN WRITING. THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE COMMITMENT BETWEEN THE PARTIES AND MAY BE ALTERED, CHANGED, ADDED TO, DELETED FROM, OR MODIFIED ONLY THROUGH THE VOLUNTARY AND MUTUAL CONSENT OF THE PARTIES IN A WRITTEN AND SIGNED AMENDMENT TO THE AGREEMENT.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

BYRON-BERGEN CENTRAL SCHOOL DISTRICT

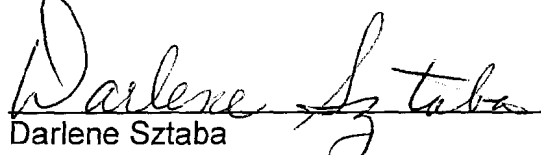


Dr. Gregory Geer,
Superintendent of Schools

11/16/06

Date

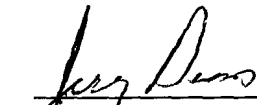
BYRON-BERGEN NON-TEACHING SERVICE PERSONNEL ASSOCIATION



Darlene Sztaba
President

Nov 16, 06

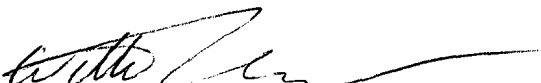
Date



Jerry Dennis
President - SEIU Local 200United

11/20/06

Date



Will Wordlaw,
Representative - SEIU Local 200United

11/14/06

Date

MEMORANDUM OF UNDERSTANDING - LABOR MANAGEMENT MEETINGS

1. The Byron Bergen Central School District and the Union agree that Labor/Management meetings can make a positive contribution to resolving problems and issues of mutual concern. The parties agree to hold meetings, as requested by the Union or District. The goal of this committee will be to resolve issues not in the grievance procedure, solve problems with the Schedule, uniforms, Etc. The agenda for these meetings will consist of issues submitted by either party, prior to the scheduled meeting.
2. The committee will consist of a maximum of five (5) appropriate representatives from each party. By mutual agreement, issues already in the grievance procedure may be dismissed and resolved in this committee. By mutual agreement, issues not resolved by the committee may be submitted to a mediator for assistance in resolution. It is mutually agreed that the Superintendent of Schools shall have sole authority on matters concerning operational needs (i.e. Schedules and uniforms) However, the Superintendent of schools reserves the right to curtail the committee for the purposes of fulfilling operational needs, by rendering a final decision if the committee is unable to reach a decision within (90) ninety days of a topic appearing on the agenda.
3. Time spent in Labor/Management meeting will be paid time.

Executed this 16 day of October, 2006

For SEIU, Local 200 United




Jerry Dennis
President

11/20/06

Date

For the District



Gregory C. Geer, Ph.D.
Superintendent of Schools

11/16/06

Date

Appendix "A"

SEIU Local 200 United

Voluntary COPE Deduction Authorization Form

I authorize my local union to file this payroll deduction with my employer and for my employer to forward the amount specified to SEIU Local 200United for SEIU COPE. I authorize my employer to deduct:

- \$3 every month (a dime a day, our union's goal),
- \$2 every month, or
- \$___ Per month

I understand that:

- 1) I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the union;
- 2) I may refuse to contribute without any reprisal;
- 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE;
- 4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer;
- 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Name _____ Home Phone (____) _____
(First Name) (Last Name)

Home Address _____
(Street) (City) (State) (Zip)

Home E-Mail Address _____
(Please print legibly)

Social Security Number _____ - _____ - _____ Birth Date _____
(For internal use only)

Occupation _____ Employer _____

Are you registered to vote? Yes No

Signature _____ Date _____

For internal purposes only _____ Rep initials